BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The General Manager, (Ele.,) Procurement, BESCOM Corporate Office, 4th Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Ltd., invites tender for supply of New Insulating Oil Uninhibited (U) Type-II Transformer Oil required for BESCOM through KPPP Platform.

1. Indent/Enquiry No.	**BESCOM/2023-24/IND0019/CALL-2** **BESCOM/BCP-1472/2023-24/CALL-2**
2. Tender processing fee	Refer KPPP website www.kpp.karnataka.gov.in
3. Earnest Money Deposit	Refer EMD Clause in the tender Documents
4. Date of availability of Bids	**06.01.2024 16.00 Hrs onwards**
5. Date of Pre bid meeting	**10.01.2024 @ 12:00 PM**
6. Due date for submission of Bids	**20.01.2024, up to 16:00 Hrs.**
7. Tender System	Two Tender Document System
8. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **22.01.2024**, **11:15 Hrs.** b) Will be opened in KPP portal after completion of Techno- Commercial evaluation.
9. Material	Supply of New Insulating Oil Uninhibited (U) Type-II Transformer Oil.
10. Quantity	**1500 KL**
11. Amount put to tender as per SR 2022-23	**Rs.1543.92 Lakhs**
12. Schedule of requirements	**The delivery schedule is intimated in the Schedule of Requirements and the successful Bidder shall adhere to the delivery schedule.**

13. General Terms and Conditions	Enclosed herewith
14. Technical Specifications & GTP.	Enclosed herewith
15. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain tax structure as applicable like CGST, SGST/IGST and F&I on KPP portal.

1.0 Eligible Bidders:

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award, if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

1.3 ***If the Bidder who has not accepted LOI/DWA/PO/failed to supply the Transformer oil to BESCOM, previously then those bids will be summarily rejected.***

2.0 <u>Scope of the contract:</u>

The Scope of the contract will include the following:

a) Manufacture, Testing and supply of New Insulating Oil Uninhibited (U) Type-II Transformer Oil.
b) Conducting tests on the New Insulating Oil Uninhibited (U) Type-II Transformer Oil at manufacturer end.
c) Packing, preservation, transportation from the manufacturers works place to the consignee stores as detailed in the technical specification.
d) Delivery including loading & unloading of materials at Consignee Stores.

3.0 <u>Issue of Tender documents</u>.

Bidders can download the tender documents from KPP portal (www.kpp.karnataka.gov.in) from **06.01.2024, 16:00 Hrs onwards. The Pre bid meeting is convened on 10.01.2024 @ 12.00 PM at O/o General Manager (Ele.,) Procurement, 4th Floor, Block-II, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification.**

3.1 **<u>Submission of tender documents</u>**.

All the Tender Documents shall be uploaded through KPP Portal on or before **20.01.2024, up to 16:00 Hrs.**

3.2 **<u>Opening of Technical bid:</u>**

The Technical bids will be opened on **22.01.2024, 11:15 Hrs.** in the KPP Portal. Price bids of Techno Commercially responsive firms will be opened after completion of Techno Commercial evaluation.

4.0 General Conditions:

a) Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders placed on the Bidder by any Purchaser, is either behind schedule or not satisfactory, **BESCOM** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b) Even though the Bidders meet the qualifying criteria, as per their statements they are subject to be disqualified if they have,

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement.
- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
- Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification.

c) In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.

d) In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e) The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

f) **Quantities:** May be increased/decreased at the discretion of the purchaser while placing order adhering to the provisions of KTPP Act.

g) **BESCOM** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCOM** consequently.

h) Conditional offers are liable for rejection.

i) BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

j) The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.

k) Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

l) **BESCOM** reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to **BESCOM.**

m) **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

n) The Bidder shall have to be an entity registered in India in accordance with law.

o) The Bid shall be in the language as prescribed by the tenderer.

p) The Bidder shall follow Indian laws regulations and standards.

q) The Tender fee and the Bank Guarantee shall be in Indian Rupees only.

r) Tendering by the agent shall not be accepted.

s) All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

5.0 Two tender document system:

Tender should be in two parts namely Part-I: Techno-Commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

A. **Part-I : TECHNICAL BID:**

The Technical Documents shall be uploaded in KPP portal.

B. **INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:**

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

Sl. No	**Qualifying Requirements**	**Documents to be uploaded by the bidder**
1	The Bidder should be individual Proprietorship Firm or Partnership Firm or Company Registered under Companies Act/ Partnership Act.	Registration certificate /SSI Certificate / License issued by the Commerce & Industries Department or any other Government statutory Authority.
2	The Bidder should have obtained orders for manufacture, test and supply of not less than **50%** of the tendered quantity (However it will be **25%** to Micro and Small Enterprises) of Transformer oil in any one of the last **3 years (2020-21, 2021-22 & 2022-23) (2 years for Micro & Small Enterprises) (2021-22 & 2022-23)** from any ESCOMs/ any Government Electrical Utilities/PSUs.	Purchase Order copies placed by any ESCOMs/ any Government Electrical Utilities/PSUs shall be uploaded.
3	The Bidder should furnish order completion certificate for having manufactured, tested and supplied not less than **50%** of the tendered quantity (However, it will be **25%** to Micro and Small Enterprises) of Transformer oil in any one of the last 3 years **(2020-21, 2021-22 & 2022-23)** (**2 years for Micro & Small Enterprises) (2021-22 & 2022-23)** from any ESCOMs/ any Government Electrical Utilities/PSUs.	Order Completion Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned any ESCOMs/ any Government Electrical Utilities/ PSUs shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
4	The Bidder must **not have DEFAULTED** in supplies against Purchase Orders placed by any Electrical Utility /PSU/GOVT. Departments.	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.
5	The Bidder shall upload a declaration stating that the firm has **not been BLACK LISTED** in supplies against Purchase Orders placed by any Electrical Utility / PSU / GOVT Departments as on the date of bid opening.	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.
6	The Bidder should furnish test certificates for Type Test conducted as per **IS/IEC standards at CPRI/ERDA/NABL Accredited Government laboratories /NABL** Accredited Government Testing Houses, to ascertain the quality of the EHV Grade Transformer Oil and such certificates shall not be older than Five years from date of Bid submission.	Type Test certificates issued from CPRI/ ERDA/ NABL Accredited Government laboratories /NABL Accredited Government Testing Houses shall be uploaded.
7	The Average Annual Financial Turnover of the Bidder **should be not less than the amount put to tender** (However it will be **50%** with respect to Micro and Small Enterprises) during the last **3 preceding financial years (2020-21,2021-22& 2022-23)** (last 2 preceding financial years for Micro and Small Enterprises) i.e., **2021-22 & 2022-23.**	Certified copies of audited Financial statements such as P&L statement, Balance sheets for the FY (2020-21, 2021-22 & 2022-23) shall be uploaded.
8	The Liquid Assets as on **31.12.2023** or at a later date before submission of the bid consisting of Cash at Bank+ Term Deposits + availability of fund based credit facility in any Nationalized/ Scheduled Bank shall not be less than **25%** of the amount put to tender. The cash at bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by Nationalized/ Scheduled Bank with whom the Bidder has banking facilities. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on **31.12.2023** or at a later date, before submission of the bid shall be	The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
	uploaded. If the bidder has banking with more than one Bank, then the available balance liquid assets mentioned above on a particular date i.e., as on **31.12.2023** or any date before submission of tender shall be the same date for all the banks.	
9	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
10	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: ***"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"***	Self-Declaration by the Bidder in Rs.200/- Stamp paper duly notarised shall be uploaded.

C. No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Part II: PRICE PROPOSALS:

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes/GST and duties** on the KPP portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain tax structure as applicable GST, F&I and etc., on KPP portal.

7.0 COST OF BIDDING:

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and **BESCOM** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT:

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	**TS**-Technical Specification, & GTP
Section- VII	Techno-commercial sheets

9.0 UNDERSTANDING OF BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the

scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS:

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

11.0 AMENDMENT TO BIDDING DOCUMENT:

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at

its discretion, extend the deadline for the submission of bids as deemed fit.

d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM **shall be written in the English language**, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID:

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

d. The EMD shall be uploaded/furnished in accordance with the EMD clause of ITB.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidder shall pay total EMD amount of **Rs.15,44,000/-**as follows.

The mode of EMD payment

14.2 The Bidder shall pay complete EMD amount of **Rs.15,44,000/-** through KPP portal.

OR

14.3 The Bidders shall pay an EMD amount of **Rs.10,00,000/-** through any of the four e-payment modes mentioned in the KPP Portal. For payment of EMD through KPP portal, please refer clause 15.0 as detailed below.

The balance EMD amount of **Rs.5,44,000/-** shall be paid through Bank Guarantee in favour of General Manager (Ele), Procurement, BESCOM, Bengaluru. The scanned copy of the Bank Guarantee shall be uploaded along with the other documents provided in the "Upload Documents" Link and the original Bank Guarantee which have been uploaded shall be sealed and super scribed the Bid Enquiry No, EMD amount and Due date of opening on the cover and shall be dropped into the tender Box provided at the office of the General Manager (Ele), Procurement, BESCOM, K.R. Circle, Bengaluru-560001 on or before last date of bid submission i.e., **20.01.2024** 16:00 Hrs. Failing which bids will be rejected.

14.4 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption.

14.5 Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.

14.6 The earnest money deposit is required to protect the purchase against the risk of tenderer's conduct which would warrant the Security's forfeiture.

14.7 The Earnest Money so deposited will be liable for forfeiture: If the successful Bidder fails to deposit the security deposit within 15 days of formal intimation by BESCOM.

14.8 Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.

14.9 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.10 The deposit towards EMD as above shall not carry any interest.

14.11 Permanent EMD will not be considered.

14.12 EMD so deposited will be liable for forfeiture:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or

ii. In case of a successful Bidder, if the Bidder fails to accept the Contract Order; or

iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

iv. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted.

15.0 <u>E-payment modes for Tender Processing Fee & Earnest Money Deposit.</u>

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)
e) Online Transfer

16.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

The **Prices are FIRM throughout the period of contract**. Prices quoted by the Tenderer shall be fixed during the Tenderer's

performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

19.0 COST AND CURRENCY:

The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store.
iii. Insurance to cover equipment/material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

20.0 TAXES AND DUTIES:

The Bidders have to quote CGST/SGST/IGST and F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as inclusive of all taxes**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like CGST/SGST/IGST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPPP mode and non-payment of EMD** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before 20.01.2024 due date for bid submission.**

b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

26.0 OPENING OF BIDS

BESCOM will open the technical bids submitted through KPP portal on the date notified.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

28.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

28.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

28.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or

reservations to critical provisions such as those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

28.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS:

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes, and transportation, loading & unloading if any.
b. The Purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE COMPANY:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders,

either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA:

General Manager(Ele), Procurement, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP Act & its amendments at a approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM’s action.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter that its bid has been accepted.

37.0 EFFECT AND JURISDICTION FOR CONTRACT:

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM, the materials/equipment's being procured through this Tender shall be supplied by the successful Bidder/s at various locations of the BESCOM furnished along with the Purchase Order/Dispatch Instruction.

40.0 For any technical support regarding KPP portal please contact KPPP help desk.

Supports Timings: (9.00 am to 6.00 pm)

help desk at 8046010000 +91-8068948777

support@eprochelpdesk.com.

S/d

General Manager (Ele)

Procurement, BESCOM